

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
MIDLAND DIVISION**

<b>IN RE:</b>	§	
<b>DEYO TRANSPORTATION</b>	§	
<b>SERVICES, LLC</b>	§	
<b>DEBTOR</b>	§	<b>BANKRUPTCY CASE NO. 21-70126</b>

**EMERGENCY MOTION FOR AUTHORITY TO (I) INCUR POST-PETITION  
SECURED INDEBTEDNESS AND (II) MODIFYING THE AUTOMATIC STAY**

**THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.**

**IF NO TIMELY RESPONSE IS FILED WITHIN 21 DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.**

**A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

The above-captioned Debtor (“Debtor”), by and through their undersigned attorneys, hereby file this Motion for Authority to (I) Incur Post-Petition Secured Indebtedness and (II) Modifying the Automatic Stay (the “Motion”) and in support hereof, respectfully states as follows:

**I. JURISDICTION AND VENUE**

1. The Court has jurisdiction of the case and this Motion under 28 U.S.C. § 1334. This Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 & 1409.

2. The Debtor remains in possession of the Estate as debtors-in-possession under 11 U.S.C. §§ 1107 & 1108. No subchapter V trustee has yet been appointed in the this case.

**II. FACTUAL BACKGROUND**

3. On August 16, 2021 (“Petition Date”), the Debtor filed its voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code.

4. The Debtor is a company that is operating its business and managing its financial affairs as Debtor-in-Possession. No Subchapter V Trustee has been appointed at this time. No examiner or committee of unsecured creditors has been appointed to serve in this reorganization case.

5. The Debtor is operating from its facilities in Odessa, Texas. The Debtor provides transportation services, within Texas and other states, for its various clients.

6. The Debtor and Sunbelt Finance, LLC (“Secured Party”) are parties to the Factoring and Security Agreement dated July 10, 2017 (the “Agreement”), a copy of which is attached as “Exhibit A.”

7. The Agreement provides for advances by Secured Party to the Debtor, so long as such advances do not cause the ratio of the Debtor’s obligations to Secured Party to the value (as determined in the Agreement) of the Debtor’s eligible (as determined in the Agreement) accounts to exceed that set forth in the Agreement (the “Formula”).

8. As of the Petition Date, the Debtor was not indebted to the Secured Party.

9. The Debtor has offered to assign its accounts to Secured Party under the Agreement and Secured Party has agreed to consider factoring accounts from the Debtor pursuant thereto.

10. The Debtor, notwithstanding its efforts to do so, is unable to obtain unsecured credit allowable under 11 U.S.C. Section 503(b)(1) as an administrative expense, or other than pursuant to 11 U.S.C. Section 364(c)(2) and (3), and the Debtor is unable to obtain credit on terms equal to or more favorable than those proposed by Secured Party.

11. Secured Party has agreed to consider providing working capital to the Debtor in accordance with the Agreement in good faith, within the meaning of 11 U.S.C. Section 364(e), and all interested parties were either notified of the Motion, as evidenced by the affidavit of service, or were present at this Court's hearing on the Motion.

12. Good cause exists for approval of the Debtor's agreement to the factoring by Secured Party under the terms of the Agreement, the entry of this Order will minimize disruption of the Debtor as a "going concern," and is in the best interest of the Debtor, its creditors, and its estate. The terms upon which the Debtor is authorized to utilize cash advances are determined as fair under the circumstances.

13. The Debtor has provided written notice of the filing of the Motion to Secured Party, the United States Trustee, all of the Debtor's secured creditors, the Internal Revenue Service, and all parties who filed requests for notice as evidenced by the affidavit of service filed by the Debtor's counsel with this Court, which notice this Court finds to be appropriate and adequate under Federal Rules of Bankruptcy Procedure 2002 and 4001, and as required by Section 364 of the Bankruptcy Code.

14. The Debtor admits, without prejudice to the rights of an Official Committee of Unsecured Creditors and third parties to challenge same to the extent set forth below, that as of the Petition Date, in accordance with the Agreement, the Debtor was indebted to the Secured Party, without defense, counterclaim, recoupment or setoff, in the aggregate amount of at least the Pre-Petition Obligation secured by a valid, enforceable and properly perfected first priority lien in the collateral described therein.

15. The Agreement with Secured Party provides a vital source of working capital for the Debtor, is in the best interests of the Debtor and its estate, and is necessary to avoid immediate and irreparable harm.

**WHEREFORE**, the Debtor respectfully requests entry of an order (a) granting the relief requested in the Motion; (b) approving the extension of Factoring Agreement on a post-petition

basis and authorizing the Debtor to operate thereunder, and (c) granting such other and further relief as is just and proper.

Respectfully submitted,

THE LANE LAW FIRM, PLLC

/s/Robert C. Lane

Robert C. Lane

State Bar No. 24046263

notifications@lanelaw.com

Joshua Gordon

State Bar No. 24091592

Joshua.gordon@lanelaw.com

Christopher C. West

State Bar No. 24102639

chris.west@lanelaw.com

6200 Savoy, Suite 1150

Houston, Texas 77036

(713) 595-8200 Voice

(713) 595-8201 Facsimile

COUNSEL FOR DEBTOR

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Motion for Authority to (I) Incur Post-Petition Secured Indebtedness and (II) Modifying the Automatic Stay was served upon the US Trustee and to the parties listed on the service list below and the attached mailing matrix either via electronic notice by the court's ECF noticing system or by United States first class mail, postage prepaid, on August 17, 2021:

Debtor:

Deyo Transportation Services, LLC  
20 W. Harvard Cir  
Odessa, Texas 79765

US Trustee:

Office of the U.S. Trustee  
615 E. Houston Street, Suite 533  
San Antonio, TX 78205

/s/Robert C. Lane  
Robert C. Lane

Label Matrix for local noticing  
0542-7  
Case 21-70126-tmd  
Western District of Texas  
Midland  
Tue Aug 17 17:19:38 CDT 2021

Deyo Transportation Services, LLC  
1235 N 4255 Rd  
Hugo, OK 74743-5526

United States Trustee (SMG711)  
U.S. Trustee's Office  
615 E. Houston, Suite 533  
P.O. Box 1539  
San Antonio, TX 78295-1539

U.S. BANKRUPTCY COURT  
903 San Jacinto Blvd, Suite 322  
Austin, TX 78701-2450

24 Hour Roadside Assistance  
1603 Castle Rd.  
Odessa, TX 79762-7906

Altus Receivables Management  
2400 Veterans Memorial Blvd. Ste 300  
Kenner, LA 70062-8725

Amur Equipment Finance  
304 West 3rd St.  
Grand Island, NE 68801-5941

Bateman Properties  
2861 Lorraine Road  
Odessa, TX 79766-2187

Bluevine Capital Inc.  
402 Warren St  
Redwood City, CA 94063

Brandi Deyo  
20 W. Harvard Circle  
Odessa, TX 79765-2104

CRS Diagnostic Service, LLC  
5000 E. University, Blvd  
Odessa, TX 79762-8149

Champion Truck & Trailer, Inc.  
P.O. Box 12240  
Odessa, TX 79768-2240

Cline Wood Agency  
PO Box 505322  
Saint Louis, MO 63150-5322

Commercial Collection Corporation  
34 Seymour St  
Tonawanda, NY 14150-2126

Crestmark Equipment Finance  
5480 Corporate Drive 350  
Troy, MI 48098-2642

Dedicated Commercial Recovery, Inc.  
1970 Oakcrest Ave. 217  
Saint Paul, MN 55113-2624

Equipment Finance Group  
88 East Broadway  
Eugene, OR 97401-3135

First Corporate Solutions, Inc.  
914 S Street  
Sacramento, CA 95811-7025

First National Bank Texas  
PO Box 909  
Killeen, TX 76540-0909

Green Capital Funding, LLC  
116 Nassau Street 804  
New York, NY 10038-2481

Hunter Warfield  
4645 South Lakeshore Drive 11  
Tempe, AZ 85282-7152

IPFS Corporation  
2777 Allen Parkway Suite 550  
Houston, TX 77019-2141

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

(p)INTUIT INC C O CORPORATION SERVICE COMPANY  
251 LITTLE FALLS DRIVE  
WILMINGTON DE 19808-1674

J. Alvarez Trucking  
12813 Padon Rd  
Needville, TX 77461-9358

Jeffrey Transport  
743 S Pine  
Kermit, TX 79745-4622

Mark Deyo, Jr  
20 W. Harvard Circle  
Odessa, TX 79765-2104

Marlin Business Services  
300 Fellowship Road  
Mount Laurel, NJ 08054-1727

(p)PAWNEE LEASING CORPORATION ATTN SANDI CAR  
3801 AUTOMATION WAY  
STE 207  
FORT COLLINS CO 80525-5735

Pilot Thomas Logistics  
201 North Rupert St.  
Fort Worth, TX 76107-1432

Safety Kleen  
2600 North Central Expressway 400  
Richardson, TX 75080-2058

(p)SIMMONS BANK  
Attn: Consumer Bankruptcy  
601 E 3rd St.  
6Fl ATTN: Consumer Bankruptcy  
Little Rock, AR 72201

(p)STEARNS BANK NATIONAL ASSOCIATION  
ATTN LEGAL DEPARTMENT  
4191 2ND STREET SOUTH  
ST CLOUD MN 56301-3761

Sunbelt Finance LLC  
2900 Browns Lane  
Jonesboro, AR 72401-7237

The Lane Law Firm  
6200 Savoy Dr Ste 1150  
Houston, TX 77036-3369

Transportation Alliance Bank  
PO BOX 25934  
Overland Park, KS 66225-5934

Travelers Insurance  
P.O. Box 5600  
Hartford, CT 06102-5600

Trisura Speciality Insurance  
210 Park Avenue 1400  
Oklahoma City, OK 73102-5654

United States Trustee - MD12  
US Trustee's Office  
615 E Houston, Suite 533  
PO Box 1539  
San Antonio, TX 78295-1539

Verizon  
Attn: VSAT  
180 Washington Valley Road  
Bedminster, NJ 07921-2123

Wells Fargo Card Services  
Bankruptcy Dept  
P.O. Box 30086  
Los Angeles, CA 90030-0086

Robert Chamless Lane  
The Lane Law Firm, PLLC  
6200 Savoy Dr, Suite 1150  
Houston, TX 77036-3369

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Intuit Inc.  
2700 Coast Ave  
Mountain View, CA 94043

Pawnee Leasing Corporation  
3801 Automation Way 207  
Fort Collins, CO 80525

Simmons First National Bank  
PO Box 7009  
Pine Bluff, AR 71611

Stearns Bank  
PO Box 750  
500 13th Street  
Albany, MN 56307

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Deyo Transportation Services, LLC  
1235 N 4255 Rd  
Hugo, OK 74743-5526

End of Label Matrix  
Mailable recipients 41  
Bypassed recipients 1  
Total 42